

RESOLUTION NO. 86-132

RESOLUTION APPROVING MUTUAL DAY-TO-DAY
FIRE PROTECTION AID AGREEMENT

RESOLVED, that the City Council of the City of Lodi does hereby approve Mutual Day-To-Day Fire Protection Aid Agreement, a copy of which is attached hereto, marked Exhibit "A", and thereby made a part hereof.

BE IT FURTHER RESOLVED, that the City Council of the City of Lodi does hereby authorize the City Manager to execute the subject agreement on behalf of the City.

Dated: September 3, 1986

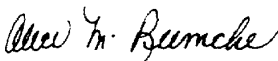
I hereby certify that Resolution No. 86-132 was passed and adopted by the City Council of the City of Lodi in Regular Meeting held September 3, 1986 by the following vote:

Ayes: Council Members - Hinchman, Olson, Pinkerton, and Reid
(Mayor)

Noes: Council Members - None

Absent: Council Members - Snider

Abstain: Council Members - None


ALICE M. REIMCHE
City Clerk

86-132

MUTUAL DAY-TO-DAY FIRE PROTECTION AID AGREEMENT

THIS AGREEMENT entered into this 3rd day of September, 1986 by and between the CITY OF LODI and the CITY OF MANTECA, and the CITY OF STOCKTON and the CITY OF TRACY, all municipal corporations of the State of California, and the BOGGS TRACT FIRE PROTECTION DISTRICT and the MONTEZUMA FIRE PROTECTION DISTRICT and the RIPON CONSOLIDATED FIRE PROTECTION DISTRICT and the CLEMENTS RURAL COUNTY FIRE PROTECTION DISTRICT and the EAST SIDE RURAL COUNTY FIRE PROTECTION DISTRICT and the ESCALON CONSOLIDATED FIRE PROTECTION DISTRICT and the FARMINGTON RURAL COUNTY FIRE PROTECTION DISTRICT and the FOREST LAKE RURAL COUNTY FIRE PROTECTION DISTRICT and the FRENCH CAMP-MCKINLEY RURAL COUNTY FIRE PROTECTION DISTRICT and the LIBERTY RURAL COUNTY FIRE PROTECTION DISTRICT and the LINCOLN RURAL COUNTY FIRE PROTECTION DISTRICT and the LINDEN-PETERS RURAL COUNTY FIRE PROTECTION DISTRICT and the MANTECA-LATHROP RURAL COUNTY FIRE PROTECTION DISTRICT and the MOKELUMNE RURAL COUNTY FIRE PROTECTION DISTRICT and the THORNTON RURAL COUNTY FIRE PROTECTION DISTRICT and the TRACY RURAL COUNTY FIRE PROTECTION DISTRICT and the TUXEDO-COUNTRY CLUB RURAL COUNTY FIRE PROTECTION DISTRICT and the WATERLOO-MORADA RURAL COUNTY FIRE PROTECTION DISTRICT and the WOODBRIDGE RURAL COUNTY FIRE PROTECTION DISTRICT and the COLLEGEVILLE FIRE PROTECTION DISTRICT, and the DELTA FIRE PROTECTION DISTRICT, all political subdivisions of the State of California, and the UNITED STATES NAVAL COMMUNICATIONS STATION and the SHARPE ARMY DEPOT and the TRACY DEFENSE DEPOT, all military installations of the United States of America, and the DEUEL VOCATIONAL INSTITUTION of the State of California, and the STOCKTON METROPOLITAN AIRPORT FIRE DEPARTMENT of the County of San Joaquin, State of California.

WHEREAS, the parties hereto are geographically located in proximity to each other in the County of San Joaquin; and

WHEREAS, it is to the mutual advantage and benefit that each of the parties hereto agrees to render supplemental fire, rescue and related services to the other parties in the event the emergency has developed or appears to be developing to such a magnitude that it will be beyond the control of a single party and therefore requires the forces of one or all of the other parties hereto.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES HERETO AGREE AS FOLLOWS:

(1) In the event there is a fire or other emergency which cannot be mitigated with the facilities of one of the parties hereto, the other contracting parties shall, upon request, aid in mitigating the emergency by providing personnel, services and equipment for protection of life and property. This may be accomplished on either an active or a stand-by basis. The extent of aid to be furnished under this Agreement shall be determined solely by the governmental agency or department thereof furnishing such aid, and it is understood that the aid so furnished may be recalled at the sole discretion of the furnishing party.

(2) Details as to methods of requesting mutual aid and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel which will be subject to call, will be covered by correspondence between the governmental agencies and the departments thereof from time-to-time.

(3) Personnel who are furnished will work as far as possible under their own supervisors, and equipment furnished will ordinarily be operated by personnel of the agency furnishing the equipment. General directions relative to the work will be given by the appropriate officers or persons of the agency receiving such aid.

(4) Each party to this Agreement waives all claims against any other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.

(5) No party to this Agreement shall be required to pay any compensations to any other party to this Agreement for services rendered hereunder, the mutual advantages and protection afforded by this Agreement being considered adequate compensation to all the parties.

(6) This Agreement is intended to cover day-to-day mutual aid only, and shall be of no force and effect in cases in which a state of extreme emergency has been proclaimed and when the California Disaster and Civil Defense Master Mutual Aid Agreement becomes operative.

(7) It is mutually understood and agreed that this Agreement does not relieve any of the parties hereto from the necessity and obligation of providing adequate fire protection within their own areas, and each party hereto agrees that it shall use reasonable diligence in keeping the fire-fighting equipment in its possession up to the minimum peace-time standards and requirements established by the Insurance Services Office (I.S.O.) for cities and fire districts of comparable size.

(8) It is further mutually understood and agreed that provisions of this Agreement will be invoked only when, in the opinion of the head of the department of the party requesting aid, it is deemed necessary to request outside assistance because all of the normal facilities at their command have been exhausted and outside assistance is needed to control and mitigate a fire or other emergency when, in the opinion of the department head requesting the aid, one of the other contracting parties can respond more expeditiously.

(9) This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party,

or parties, shall have any right of action hereunder for any cause whatsoever. Any services performed, or expenditures made in connection with furnishing mutual aid under this Agreement by any party hereto, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of such party.

(10) Any party to this Agreement may withdraw at any time, upon thirty (30) days written notice to each of the other parties, and thereafter, such withdrawing party shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

(11) No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

(12) This Agreement shall supersede and take the place of that Agreement for mutual day-to-day fire protection aid already in existence which bears the date of November 27, 1984, and which last mentioned Agreement is to become null and void at the time of full execution of this Agreement by the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written by the parties hereto by their duly authorized officers.

CITY OF LODI

By _____

CITY OF STOCKTON

By _____

BOGGS TRACT FIRE PROTECTION
DISTRICT

By _____

CITY OF MANTECA

By _____

CITY OF TRACY

By _____

MONTEZUMA FIRE PROTECTION
DISTRICT

By _____

CLEMENTS RURAL COUNTY FIRE
PROTECTION DISTRICT

By _____

ESCALON CONSOLIDATED FIRE
PROTECTION DISTRICT

By _____

FOREST LAKE RURAL COUNTY FIRE
PROTECTION DISTRICT

By _____

LIBERTY RURAL COUNTY FIRE
PROTECTION DISTRICT

By _____

LINDEN-PETERS RURAL COUNTY FIRE
PROTECTION DISTRICT

By  _____

MOKELUMNE RURAL COUNTY FIRE
PROTECTION DISTRICT

By _____

TRACY RURAL COUNTY FIRE
PROTECTION DISTRICT

By _____

WATERLOO-MORADA RURAL COUNTY
FIRE PROTECTION DISTRICT

By _____

COLLEGEVILLE FIRE PROTECTION
DISTRICT

By _____

SHARPE ARMY DEPOT

By _____

RIPON CONSOLIDATED FIRE
PROTECTION DISTRICT

By _____

EAST SIDE RURAL COUNTY FIRE
PROTECTION DISTRICT

By _____

FARMINGTON RURAL COUNTY FIRE
PROTECTION DISTRICT

By _____

FRENCH CAMP-MCKINLEY RURAL COUNTY
FIRE PROTECTION DISTRICT

By _____

LINCOLN RURAL COUNTY FIRE
PROTECTION DISTRICT

By _____

MANTECA-LATHROP RURAL COUNTY
FIRE PROTECTION DISTRICT

By _____

THORNTON RURAL COUNTY FIRE
PROTECTION DISTRICT

By _____

TUXEDO-COUNTRY CLUB RURAL COUNTY
FIRE PROTECTION DISTRICT

By _____

WOODBIDGE RURAL COUNTY FIRE
PROTECTION DISTRICT

By _____

UNITED STATES NAVAL COMMUNICATIONS
STATION

By _____

TRACY DEFENSE DEPOT

By _____

DUEL VOCATIONAL INSTITUTE

By _____

STOCKTON METROPOLITAN AIRPORT FIRE
DEPARTMENT

County of San Joaquin
State of California

By _____
Board of Supervisors

NORTHERN CALIFORNIA YOUTH CENTER

By _____

DELTA FIRE PROTECTION DISTRICT

By _____